

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT NO. 19</b>  <b>TO LEASE NO. GS-11B-01924</b>
<b>ADDRESS OF PREMISES:</b> Ballston I 4601 N Fairfax Dr Arlington, VA	<b>PDN NUMBER: Not Applicable</b>

**THIS AMENDMENT** is made and entered into between **4601 North Fairfax Drive Investors, LLC**

whose address is c/o Lincoln Property Company  
4601 North Fairfax Drive, Suite 1115  
Arlington, VA 22203

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:  
**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 5, 2017 as follows:

- Premises.** This Lease Amendment (LA) Number 19, is hereby issued to memorialize the extension terms for 76,987 BOMA Rentable Square Feet (BRSF) / 67,453 BOMA Office Area Square Feet (BOASF) of office and related space, consisting of 14,339 BRSF / 12,423 BOASF on the 2<sup>nd</sup> floor, 20,662 BRSF / 18,130 BOASF on the 3<sup>rd</sup> floor, 20,993 BRSF / 18,445 BOASF on the 4<sup>th</sup> floor and 20,993 BRSF / 18,455 BOASF on the 5<sup>th</sup> floor, at the building known as Ballston One, located at 4601 N Fairfax Drive, Arlington, VA (the "Leased Premises").
- Extension.** The term of the Lease is hereby extended for a period of four (4) years, two (2) months and twenty seven (27) days from July 5, 2017 through September 30, 2021 (the "Extension Term").
- Rent.** Effective July 5, 2017, the Government shall pay the Lessor an annual rent of \$2,887,012.50 (\$37.50 per BRSF), payable at a rate of \$240,584.38 per month in arrears (the "Rental Rate"). Rent for a lesser period shall be prorated, based on the number of days the Government occupies the Leased Premises in a month, divided by the total number of days in the last month of the Lease. The annual rent includes \$3,600.00 for daytime cleaning (per SLA 4), and base year taxes, and \$567,915.98 for operating expenses (as adjusted by CPI per LA 18), and a tenant improvement allowance (the "Extension Allowance") of \$769,870.00 (\$10.00 per RSF) amortized at zero percent (0%) annual interest. At the Government's election, the Government may apply up to fifty percent (50%) of the total Extension Allowance as a credit to rent in the first year of the Extension Term.
- Operating Cost Adjustments.** Operating Cost Adjustments shall continue throughout the Extension Term in accordance with paragraph 3.6 of the SFO.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
 Name: Stuart Farber  
 Title: Executive Director  
 Entity Name: 4601 North Fairfax Drive Investors, LLC  
 Date: 12/15/16

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Lisa Richmond  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 3/27/17

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: Cynthia R. O'Keefe  
 Title: Director  
 Date: 12/15/16

5. **Real Estate Tax Adjustments.** Real Estate Tax adjustments shall continue throughout the Extension Term in accordance with paragraph 3.4 of the SFO.
6. **Percentage of Occupancy.** The Government's percentage of occupancy remains unchanged at 31.87% for real estate tax purposes.
7. **Tenant Improvement Allowance.** Per SF2 and SLA 1, the initial lease term included a \$33.56 per BRSF/ \$38.30 per BOASF Tenant Improvement Allowance (for a total amount of \$2,583,449.90) amortized at 0% over the initial lease term. The parties acknowledge and agree that the Government has obligated the entire amount of the Tenant Improvement Allowance of \$2,583,449.90 and that the balance remaining is \$0.00. The Tenant Improvement Allowance of \$2,583,449.90 is not included in the Extension Term's Rental Rate. The Extension Term's Rental Rate includes a tenant improvement allowance of \$769,870.00 (\$10.00 per RSF) amortized at zero percent (0%) annual interest over a term of four (4) years.
8. **Condition of Leased Premises.** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing" and acknowledge that the Leased Premises and the Building Shell Requirements are in good repair and tenantable condition. Lessor represents that the Leased Premises and the Building Shell Requirements are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.
9. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of the execution. Any amount due thereunder will not accrue interest until that time.
10. The Government acknowledges that no brokerage firms other than LPC Commercial Services, Inc. have assisted in this transaction. Landlord is responsible for all commissions due to LPC Commercial Services, Inc.

INITIALS: LESSOR



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**RIDER NO. 1**  
**RESTORATION CLAUSE**

Upon vacating the space, the cost to restore the items listed below will be at the Governments sole cost and expense. The cost to restore the items will be negotiated and shall result in a final price that is mutually agreeable between both parties.

**Required Restoration:**

- Base trunk duct restored to the base building air handler unit
- All rooftop cooling equipment and associated piping/conduit/wiring/structural support should be removed in its entirety and the restoration of the roof after removal.
- Remove 3 Emergency Generators and all associated structure/piping/conduit/wiring in its entirety from Parking Garage.
- Restoration of fire ratings at removed conduits/piping/structures
- Removal of raised access flooring and ramps

INITIALS: LESSOR



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